

AEGIS LLC

INTERNATIONAL EMPLOYMENT EXTENSION AGREEMENT
("Extension Agreement")

TERMS OF OFFER

On behalf of Aegis Defense Services LLC of 1760 Old Meadow Road, McLean, VA 22102 ("Aegis LLC" or "the Employer"), this confirms our offer to you [REDACTED] ("Employee or "you"), of an employment extension agreement (Extension Agreement) with Aegis LLC in the position of [REDACTED] ("Position"), in the country of Afghanistan (the "Assignment"), reporting to [REDACTED]. Employment is in support of the U.S. Department of State ("DoS" or the "Client") Worldwide Protective Services ("WPS") Contract (the "WPS Contract"), with operations throughout the world and location subject to change.

This International Employment Extension Agreement ("Extension Agreement") which includes the Attachments hereto, sets forth the terms and conditions of your Employment and Assignment and is conditional upon successful completion of all training and recertification requirements, as set forth in Annex D, Training and Pre-Deployment Terms.

Your Extension Agreement will commence 15 June 2013 (the "Effective Date") in Kabul, Afghanistan ("Afghanistan" or "Host Country").

Your compensation for the Position will consist of a base shift rate ("BSR") of [REDACTED] plus 35% (of BSR) Post Hardship Differential Pay ("PHDP") and 35% (of BSR) Danger Pay ("DP"). Therefore, the full-shift rate ("FSR"), which includes the BSR, PHDP and DP, equates to [REDACTED]. The PHDP and DP (and, therefore, your FSR) are subject to change based upon U.S. Department of State regulations, but any such changes will be prospective only. A typical shift generally includes the time during which you are assigned to perform the work relating to your Position. Due to the nature of the Assignment and your Position however, start times and end times of shifts may vary, as well as actual hours of work based on the Client's needs and other factors as determined by the Employer. In addition, a typical work day will include some time before and after your shift engaged in Pre- and Post-Shift Activities. However, you will be paid only for each shift worked, regardless of the length of the shift or the amount of time devoted to Pre- or Post-Shift Activities. You will not be paid for any travel/wait time to and from your living accommodations and your workplace.

You will generally be expected to work six (6) shifts per seven (7) day workweek by working one of the two daily shifts of 12 hours each for six days. There are generally two (2) shifts per day. You will generally be on a fifteen (15) week on/five (5) week off leave rotation. The expected rotation may be altered based on operational requirements. If you are required to work a seventh shift in a week, you will be paid the FSR for that shift. You must timely and accurately record each shift you work in the Employer's Deltek time entry or other time entry systems as required by the Employer. You will generally be required to record your time up to a maximum of twelve (12) hours for each shift worked. You will not be compensated above the FSR for any shift, work day, work hours, or pre or post-shift activities unless such additional compensation is expressly agreed to by the Employer in writing in advance of the work being

performed. The day you depart from and return to your Assignment is considered leave and is unpaid. If you attend pre-deployment or re-deployment training or recertification with Aegis at a location other than the Assignment, compensation will be a daily rate of \$100 without PHDP or DP. Your compensation is payable in arrears in U.S. dollars and in accordance with Aegis LLC standard payroll processing and is subject to applicable taxes and withholdings. You will only be paid for shifts actually worked by you. You will not be paid any salary or other compensation when you are on standby or during any days on which you are on leave. When not on duty, the Employee will be informed whether he is off duty or on standby. The Employee shall ensure that he is available for immediate deployment when on standby and for recall within four hours when not on duty.

If you are assigned in writing to work in a position for which the BSR is higher than that of your Position specified herein, you will be entitled to be paid at the higher BSR for all such workdays in the higher pay rated position. If your work in a position for which the BSR is lower than that of your Position stated herein, you will not be paid at lower BSR, unless you and the Employer have executed a revised employment agreement lowering your BSR

Employee will be compensated as described above and will not be entitled to any "overtime" pay or other compensation of any sort unless and only to the extent expressly agreed to by the Employer in advance and in writing.

PERIOD TO CONSIDER THIS OFFER

The offer of employment to you as reflected herein is valid for three (3) days from the date on which this Extension Agreement is transmitted to you by Aegis LLC. If Aegis LLC Human Resources does not receive a timely acceptance, this offer shall become null and void at the expiration of the three (3) day period. To accept this offer, you must read, sign and return to Aegis LLC within that time limit this document all of the following: Attachment A, Compliance with U.S. and Host Country Laws, Use of Force, Fitness for Duty and Hazards; Attachment B, Restrictive Covenants; Attachment C, Aegis Media Policy; and Attachment D, Aegis Training and Pre-Deployment Terms, which together comprise the Extension Agreement. The Extension Agreement submitted by you shall only become effective if and when it is executed by Aegis LLC.

AGREEMENT TO EXTEND

This Extension Agreement between Aegis LLC and Employee provides the terms and conditions of your employment and Assignment. The defined terms set forth in the Terms of Offer above are hereby incorporated into this Extension Agreement. In particular, the Employee agrees that the:

- (a) Employee's work and conduct will be in accordance with all applicable laws, including international, Host Nation, and U.S. federal, state, and local;
- (b) Employee's employment is "at will," which means that you or the Employer may end it at any time for any reason, with or without notice, except as specifically provided herein.

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
GENERAL ASSIGNMENT INFORMATION

1.1 Purpose of Employment and Effective Date.

- (a) Employer is engaged in the performance of a task order in connection with the WPS Contract with the DoS to assist in planning and managing personal protective, static guard, and emergency response security services in Afghanistan and other worldwide locations.
- (b) The Effective Date of your Extension Agreement is 15 June 2013 (the "Effective Date")
- (c) Employer desires to employ you to perform work in support of its task order from DoS. Aegis LLC has informed you of the nature of the living and working conditions in the Host Country and possible exposure to risk of injury or death as a result of political unrest, insurrection, war and similar conditions. You acknowledge that you have had ample opportunity to ask questions and independently investigate such risks. You acknowledge and assume the potential risks and desire to undertake work for the Employer under the terms and conditions set forth below.
- (d) Your duties and work may require you to travel throughout the Host Country and/or neighboring countries or theater of assignment(s). Such travel will be conducted in accordance with all applicable Host Country and U.S. Government regulations including as applicable regulations relating to force protection and security requirements. For purposes of this Agreement, the terms "theater", "theater of operations" and "theater of assignment(s)" as used herein, refer to the area or areas where Aegis LLC operates in support of the WPS Contract, including areas necessary for administrative activities incident to actual operations, and including the Host Country and your Assignment location and all surrounding areas.

1.2 Obligations of Employer.

- (a) Aegis LLC will pay the fees for your Single and Multiple Entry Visas and renewal(s) thereafter based on the duration of your Extension Agreement. If Aegis LLC did not obtain the Host Country Visa on your behalf and you expended personal funds to obtain it, Aegis LLC will reimburse you for its cost if you provide an original receipt.
- (b) Aegis LLC will pay the fee if required for your work permit in the Host Country (for one (1) year duration) and renewals(s) thereafter based on the duration of your Extension Agreement and any extensions thereto.
- (c) Aegis LLC will pay the cost for economy class air travel, allowed under the WPS Contract, for you to travel to your duty Assignment location.
- (d) Aegis LLC will pay for all of your approved leave flights in accordance with Aegis LLC's travel policy then in place.
- (e) Upon successful completion of your Extension Agreement, Aegis LLC will pay the cost for economy class air travel from your work Assignment location to your home of record/point of origin.

1.3 Obligations of Employee.

- (a) You will be required to satisfactorily complete medical screening (see Attachment E) as a condition of continued employment. The medical screening will be arranged by the Employer.
- (b) Employee shall perform all work required by his/her position on behalf of Aegis LLC in connection with the WPS contract and his/her specific job description in the Host Country.
- (c) Employee's work and conduct will be in accordance with all applicable laws and regulations, including international, host nation, and U.S. federal, state and local. The Employee acknowledges that they are required to comply with all applicable diplomatic and military orders and agreements; which may include, but are not limited to, USFOR-A, ISAF, DoS, and NATO rules and regulations in the theater of operations.
- (d) Employee's employment is "at will," which means that you or the Employer may end it at any time for any reason, with or without notice, except as specifically provided herein. If you choose to end employment hereunder, or give the Employer "cause" (as discussed in Article 4) to end your employment, before a year has passed from the Effective Date of your Extension Agreement or the end of the Aegis LLC Contract under which you are working (if less than a year), you may be charged for all expenses of your Employment and any other costs or expenses subject to set off in this Extension Agreement, including i) the replacement cost of any equipment provided to you during your employment that is not returned to Aegis LLC in the same condition (less reasonable wear and tear) at the end of the Extension Agreement and ii) any costs associated with return transportation to your home of record/point of origin. All/any such sums may be treated as a debt owing to Aegis LLC and may be deducted from any payments owed to you.
- (e) Employee will be responsible for timely completing timecards and expense reports in accordance with Company policy.
- (f) Employee understands and agrees that Employee's personnel records, including medical records, are subject to review by the US and/or Host Nation Government for administrative processing, inspection, investigation, auditing and/or similar purposes. Employee expressly authorizes the release of his/her personnel records and personal health information and records, as allowable under the law, required for such purposes and Employee holds Employer and its agents harmless in connection therewith.

1.4 Deployment and Extension Agreement Duration. Subject to continuance of the Employer's WPS Contract and or any Task Order thereunder in Kabul and the terms herein, including without limitation Aegis LLC's right to terminate under Articles 4 or 12 hereof, this Extension Agreement shall continue for twelve months from Extension Agreement Effective date, with an option to extend by mutual agreement on one month's prior notice. If Aegis LLC extends this Agreement, it may change the terms and conditions by notice to the Employee, with changes provided to Employee prior to the effective date of the extension.

1.5 Performance Obligations. During your Extension Agreement, you agree to devote your full working time, energy, and skills to Aegis LLC's business and your job duties, except during periods of leave and such other absences as approved by Aegis LLC, or because of illness, or as otherwise required by law. For the duration of the Extension Agreement, you shall:

- (a) Faithfully and diligently perform those duties and such responsibilities which are from time-to-time assigned to or vested in you;
- (b) Discharge your responsibilities in accordance with the requirements of applicable law and your legal and fiduciary duties thereunder;
- (c) Abide by the laws and customs of the Assignment country, including those relating to criminal activity, automobiles, traffic violations, personal conduct, and relations with citizens of the Assignment country;
- (d) Obey all lawful and reasonable directions of your Employer and the Client(s);
- (e) Use your best efforts to promote the interests of Aegis LLC;
- (f) Not at any time make untrue, misleading, or disparaging statements relating to Aegis LLC, its Client(s), and/or the Host Country;
- (g) Not at any time act as an employee, contractor or representative of any entity other than Aegis LLC, unless prior authorization is provided in writing by Aegis LLC;
- (h) Abide by all the policies and procedures of Aegis LLC and its Client(s) Comply with all of your obligations under the terms and conditions of this Extension Agreement;
- (i) Be of neat appearance and well turned out at all times, and comply with all uniform/dress regulations for the Assignment;
- (j) Not possess or consume any alcohol, nor possess or use drugs or substances prohibited in the U.S., Host Country, or under any applicable SOPs while at the WPS Contract training facility and in the Host Country; and
- (k) Maintain all necessary standards for employment including proper security clearance and physical fitness requirements.

1.6 **No Impediments.** You represent and warrant that a) you are able to fulfill the requirements, duties and responsibilities of this Extension Agreement without breaching any contractual obligations or duties you may have with any former employer or other person or entity, and b) there is no legal impediment of any kind to your acceptance of this Extension Agreement or fulfillment of your obligations hereunder.

1.7 **Assignment Location.** During the Extension Agreement, Employer contemplates that you will primarily work in and around Kabul, Afghanistan. You understand and agree, however, that you may be temporarily or permanently assigned to other locations within Host Country based on Aegis LLC's or the Client's needs, as determined in Employer's sole discretion.

1.8 **Reassignment and Transfer.** In the event of a reassignment or transfer to a country other than Host Country, the terms of this Extension Agreement shall not be applicable unless the parties otherwise agree in writing. Aegis LLC may thereupon offer you a revised agreement. If you decline a transfer or reassignment to another Assignment location or to another country, you will be treated as having separated from your employment and such separation will constitute your voluntary resignation.

1.9 **Training.** Prior to your Assignment and as applicable to this extension agreement, you must attend and complete all required training or recertification courses as related to your Position. After successful completion of these courses, you will be deployed to the Host Country if not already deployed.

1.10 Pre-Deployment Period (as applicable). If you are out of country and upon successful completion of your Training Requirement or range recertification, if required, Aegis LLC will endeavor to deploy you to your Assignment immediately. In the event that your deployment is delayed for any reason identified by either the Client or Aegis LLC, you will be notified of the amended deployment date.

ARTICLE 2 COMPENSATION AND BENEFITS:

2.1 Compensation, Medical Care, and Insurance.

- (a) You will be paid in accordance with Aegis LLC's standard payroll processing procedures for work in theater as stated in Terms of Offer above, inclusive of BSR, PHDP and DP.
- (b) During your Extension Agreement you will be covered by Defense Base Act (DBA) Insurance, as well as emergency medical repatriation insurance, subject to the terms of the policy, while you are working in theater. You will be covered under applicable worker's compensation while in training as may be legally required. You will not be covered for, and Employer shall not be liable for, any injury or harm to you arising from a pre-existing condition regardless of whether you or Employer were aware of this condition prior to your deployment. Unless expressly otherwise set out herein you will not be covered, and Employer shall not be liable for, any injury or harm to you that occurs while you are on leave or outside the Host Country.
- (c) When you are not in theater, you will only be eligible for medical insurance if you have enrolled and paid the premiums. You and your eligible dependents are eligible to enroll in an Aegis LLC sponsored medical plan. You will be required to pay the employee premium towards your medical coverage. If you enroll your eligible dependents, you will also be required to pay the employee premium for their medical coverage.
- (d) Benefit details are contained in the relevant insurance policy plan documents, the provisions of which control at all times. Aegis LLC reserves the right to amend the terms of the insurance coverage from time to time and will notify the Employee of any changes to the coverage.
- (e) Do to the high-risk nature of your employment, you are encouraged and advised to carefully and properly arrange your personal affairs before your deployment. Employer recommends that you execute a Last Will and Testament before deploying and that you properly designate your beneficiaries under any applicable insurance policy and under any individual retirement account, qualified plan account or similar holding in your name. You are solely responsible for making or failing to make such arrangements.

2.2 Taxes. All Aegis LLC employees are responsible for any income tax filing provisions in accordance with their country of origin income tax laws and regulations. Aegis LLC will not bear any responsibility for any tax liabilities with the exception of making statutory deductions required by the applicable tax laws and regulations of the United States and Afghanistan as outlined below.

The Afghan income taxes are paid on your behalf. These payments represent income to you and are a part of your gross wages. You will be responsible for accounting to the US tax authorities for all income received from your employment overseas with Employer. The amount of Afghan taxes paid on your behalf will be shown on your paychecks and on the Form W-2 (Wage and Tax Statement) furnished by Employer to you each calendar year.

2.3 Housing, Food, Expenses and Medical Care in Theater. Aegis LLC will provide you with housing accommodation and three (3) meals per day while in the Assignment location as well as during any training required by the WPS Contract at the specified facility. Each facility will be staffed with medical personnel in the event the Employee requires emergency treatment/medical care. While in theater medical care (not including care for a pre-existing condition) will be covered as appropriate by DBA (or any other applicable insurance). To the extent any food or housing costs are necessary due to lack of availability under Aegis LLC or US government provisions, costs can only be incurred with prior written approval and in accordance with Aegis LLC's travel and expense policy.

2.4 Limitations. You agree that the compensation and benefits available to you during the Assignment are limited to that set forth in this Extension Agreement. All reimbursable expenses must be preauthorized by Aegis LLC and comply with its policies and procedures regarding authorized expense reimbursement.

ARTICLE 3 **PERFORMANCE APPRAISAL**

The Employee may be subject to performance reviews. In the event these are conducted, the Employee will be evaluated against their tasks, functions, and the responsibilities of their established positions. A rating will be determined by your immediate superior against the criteria for your position along with any goals and objectives that have been established between you and your superior. Employee's performance will be taken into consideration in determining if any promotion and/or compensation increase is warranted for the ensuing year to Employee's BSR. The Employee acknowledges that any increases in compensation are solely at Aegis LLC's discretion and not automatic notwithstanding positive performance appraisal.

ARTICLE 4 **DISMISSAL/TERMINATION FOR CAUSE:**

Notwithstanding the at-will employment relationship under this Extension Agreement, the following as determined by Aegis LLC in its sole discretion are, without limitation, considered "cause" and will generally result in termination:

- (a) The Employee refuses to discharge any one or more of his/her duties;
- (b) The Employee fails to successfully obtain and maintain an appropriate Personal Security Clearance;
- (c) The Employee fails to successfully complete all required training courses for his/her labor category;
- (d) The Employee commits a breach of confidentiality or other restrictive covenants incorporated herein in Attachments B and C;

- (e) The Employee has committed a breach of any of the other obligations or restrictions contained in the Extension Agreement, including attachment A;
- (f) The actions or behavior of the Employee have in any other way endangered the security of the Client, or the staff or property of the Client or Aegis LLC, or may bring Aegis LLC's name into disrepute (including the use of social media, setting up of "blog sites," "email diaries," Facebook comments, Twitter feeds, etc.);
- (g) The Employee refuses to carry out any lawful instruction from any superior or managing representative;
- (h) The Employee demonstrates insubordinate behavior;
- (i) The Employee is found by Aegis LLC or the Client to be negligent or unable to perform the duties of his/her Position;
- (j) The Employee demonstrates behavior that constitutes suspicion of a psychological or physical condition that may prevent the Employee from performing hereunder or meeting required standards of conduct;
- (k) The Employee is charged with or convicted of a felony or any crime, including a crime relating to honor, honesty or public trust, and/or public morality;
- (l) The employee assumes a false identity and/or submits false certificates or references;
- (m) The employee arrives at his/her workstation late or leaves the workstation early, without authorization from his/her immediate superior;
- (n) The employee reports his/her time incorrectly on his/her timesheet whether intentionally or unintentionally;
- (o) The employee signs someone else's attendance or time record, or asks someone to sign in and/or improperly record and/or report his/her hours of work;
- (p) The employee commits a mistake that causes loss to Aegis LLC and/or Aegis LLC's Client;
- (q) The employee fails to disclose a relevant family member or a familial relationship that is in violation of Aegis LLC's prohibition of nepotism or in Aegis LLC's sole opinion there is an actual and/or perceived conflict of interest;
- (r) The Employee directly or indirectly offers to pay, gives promises to pay or give or authorizes the payment or gift of money or anything of value to a government or public official, political party, political party official, political candidate, or representative of a state-owned entity (hereafter "Official"), for the purpose of influencing any official act or decision of such Official; and
- (s) The Employee commits any other offense, including, but not limited to:
 - (i) Use or possession of any drugs or substances (including alcohol) prohibited by the Extension Agreement (see Article 1.5.(k) herein) or any policy of Aegis LLC, whether directly or by reference, including non-medically prescribed steroids;
 - (ii) Theft, fraud, forgery or any criminal offense under any applicable law, physical violence, assault, harassment of any form, discrimination of any protected class, intimidation or sabotage;
 - (iii) Security breaches (including breach of provisions relating to confidential information of Aegis LLC or the Client);
 - (iv) Negligence or disregard for instructions or regulations;
 - (v) Absence without leave;
 - (vi) Negligent discharge or loss of a weapon;

AEGIS COMPANY CONFIDENTIAL AND PROPRIETARY INFORMATION

- (vii) Fraud, embezzlement, or the requesting, making or receiving of corrupt payments or gifts, or profiting from his/her role in any way;
- (viii) Assault or battery

Aegis LLC shall not be obliged to investigate such incidents beyond what it considers reasonable and practicable in the prevailing operational circumstances. Aegis LLC may delegate the power to undertake any such investigation and/or to take the decision to terminate the Extension Agreement to any third party at its sole discretion. If the Extension Agreement is terminated in any of the circumstances set out above or if the Employees resigns, and the Employee is providing his services in Host Country at the time of termination or resignation, Aegis LLC may arrange and/or pay (but is not obliged to) for the Employee's return to the United States or the Employee's designated home of record/point of origin. In the event of such a termination or resignation, Aegis LLC reserves the right to deduct any costs incurred as detailed in this Extension Agreement as well as the cost of the Employee's deployment and return flight from any final payment due on termination. This Article 4 does not restrict Aegis LLC's right to terminate employment under the Extension Agreement at will.

ARTICLE 5
TERMINATION WITHOUT CAUSE:

During the term of the Extension Agreement, Aegis LLC may terminate this Extension Agreement at any time without cause or prior notice. In such case, Aegis will pay the cost for economy air travel from the Host Country to transport you to your home of record/point of origin.

ARTICLE 6
VOLUNTARY RESIGNATION

You may resign as an employee at will; however, if you are able to give at least thirty (30) days advance notice by submitting a letter of resignation to your superior, with a copy furnished to the Aegis Human Resources Department, and subject to the remainder of this clause, Aegis LLC will arrange the Employee's return to the Employee's designated home of record/point of origin and may (but is not obliged to) pay for costs associated with the return. If you satisfy all the terms and conditions herein, including without limitation your continued availability and operational effectiveness throughout the notice period, you will receive full compensation up to and including the last day worked. Aegis LLC reserves the right to reduce the final payment in order to settle any outstanding accounts you may have, including, but not limited to, the replacement cost of any Aegis LLC or Client property issued to you that is not returned and in good working order less any reasonable fair wear and tear.

ARTICLE 7
ABSENCE THROUGH ILLNESS OR INCAPACITY

If the Employee cannot perform his job description services satisfactorily because of illness or injury, Employee shall immediately notify his/her superior. To the extent required by applicable law, Aegis will undertake efforts to reasonable accommodate the Employee. In the event that any such accommodation is not feasible, Aegis may terminate this Extension Agreement.

If the illness/injury occurs outside the Employee's home base. e.g. in theater where the Employee is employed, and requires the Employee to be hospitalized. Aegis LLC will arrange and/or pay for the Employee's return to the Employee's designated home of record/point of origin and/or for all reasonably necessary medical treatment prior to such return. This Article is not applicable to any illness diagnosed or injury incurred by the Employee while not in theater working under the Extension Agreement.

Aegis LLC may pay the Employee at a rate to be decided by Aegis LLC, at its sole discretion. for any period during which he/she remains employed by Aegis LLC and in the Host Country theater, but is unfit to perform his/her job duties because of illness, injury or other inability.

ARTICLE 8

MEDICAL TREATMENT, SERIOUS ILLNESS OR DEATH

8.1 Medical Treatment. If you require medical treatment during your Assignment, such treatment will be obtained from whatever facilities are available in your Assignment location. If local treatment is not available, you will be transported to the nearest medical facility that can best treat you or returned to your home of record as quickly as possible. Employer provided DBA insurance will apply generally to work-related injuries or illness sustained during the course of your Assignment in theater. You have been provided with the option to enroll in Aegis LLC sponsored medical insurance coverage for illness or injuries sustained while on leave.

8.2 Serious Illness of You or Your Family Member. Assistance may be granted in cases of your serious illness while on Assignment, or in cases of the serious illness of a member of your immediate family or your spouse's immediate family residing at your home of record while you are on Assignment. Confirmation of the severity of the illness is required generally via Red Cross message, and should be sent to the Aegis LLC Local Program Manager (CONUS) and Aegis LLC Human Resources Department.

8.3 Death during Assignment. Should you die during the Assignment, Aegis LLC will pay expenses to prepare the body for shipping and will pay shipping costs to the established Point of Origin. Home of Record, or other approved location in accordance with DBA Insurance. Your designated beneficiary(s) will, where applicable, be eligible to receive death benefits as provided for under DBA Insurance.

ARTICLE 9

STANDARDS OF BUSINESS CONDUCT

You understand and agree that, for the duration of the Extension Agreement, you will conduct your personal and professional activities with the highest standards of honesty, integrity, and ethical behavior, including compliance with Aegis LLC's Corporate Compliance Policy, which includes, but is not limited to the Aegis LLC Code of Business Conduct, and will act in the best interests of Aegis LLC and the Client at all times. Furthermore, you understand and agree that, during the Extension Agreement, you will abide by all obligations imposed by the rules, policies, and directives of Aegis LLC that are applicable to employees on international assignments. You also agree to take all steps during the Extension Agreement that are reasonably requested of you

to assist Aegis LLC and its Client(s) in maintaining compliance with all applicable laws. You are responsible for reporting all work or work-related matters of significance through the Employer's chain of command. You will not, while employed by Aegis LLC, directly or indirectly, accept payment or seek compensation from any activity related to your employment other than as an employee of LLC, engage in any other employment or business enterprise that either a) competes with Aegis LLC or the Aegis Group (being a subsidiary, affiliate, or parent of Aegis LLC), or b) conflicts in any way with your obligations under this Extension Agreement.

ARTICLE 10

PROPERTY AND INSPECTION

Any computer files, Employer authorized media/storage devices, funds, documents, papers provided to the Employee by Aegis LLC or created by the Employee during his employment and which are made in the course of his duties under the Extension Agreement or are made on Aegis LLC's or Client's property or otherwise relate, in any way, to Aegis LLC's business and affairs are Aegis LLC/Client property and therefore, subject to search and seizure. Aegis reserves the right to search and inspect all areas and property on or related to the workplace, including property provided to the Employee by Aegis LLC and any personal property belonging to the Employee; and Employee hereby acknowledges and agrees that he/she has no right to privacy in connection with any such search, inspection or seizure. Immediately upon termination of employment by Aegis LLC for any reason whatsoever or resignation by the Employee, the Employee will deliver to Aegis LLC without keeping any copies (paper or electronic), all funds, files, Employer authorized media/storage devices, documents, papers or any other property in the Employee's possession which belong or relate to the interest or business of Aegis LLC or its Client and will further comply with Attachment B. Failure to do so may result in Aegis LLC withholding the Employee's final salary payment and/or taking necessary legal action to recover property or equipment.

ARTICLE 11

COMPLETION OF EXTENSION AGREEMENT

11.1 Repatriation to the Point of Origin or Home of Record. Upon the successful completion of the Extension Agreement, or the mutually agreed extension thereof, Aegis LLC will pay the cost for economy air travel from the Host Country to transport you to your home of record/point of origin.

11.2 No Termination-Related Pay for Extension Agreement Completion. You will not be entitled to and you agree not to seek termination pay or severance ("Termination Pay") at the conclusion of your Extension Agreement or if you are terminated. To the extent that you receive such Termination Pay, due to foreign law requirements or for any other reason, it shall offset any amount that you may be eligible to receive from, or under, any program of Aegis LLC.

ARTICLE 12
TERMINATION OF EMPLOYMENT

12.1 Termination and Notice. Nothing in this Extension Agreement changes the "at will" nature of your employment or creates an agreement of employment for a specific duration, including without limitation any statement of the projected length of your Extension Agreement. You agree and understand that your employment may be terminated by you or by Aegis LLC at any time for any reason without notice.

12.2 Pay Upon Termination. If you resign your employment during the Extension Agreement, you will be entitled only to payment for the number of days worked and may be obliged to reimburse Aegis per the terms of Article 6. If Aegis LLC terminates your employment during the Extension Agreement, you will be entitled only to payment for the number of days worked inclusive of the last day you performed work in-country as specifically provided for in this Extension Agreement.

12.3 Supplementary Conditions. Upon notice of termination by you or Aegis LLC, you are expected to remain available for work and to carry out normal duties until the expiration of any notice period; however, Aegis LLC shall have the right to relieve you of your duties and discontinue your access to Aegis LLC / Client facilities and the work premises in its sole discretion. During any notice period and thereafter you remain subject to your duty of confidentiality and loyalty to Aegis LLC and the Client. Upon notice of termination and at the request of Aegis LLC, you agree to resign from any and all offices and appointments that you may hold by virtue of the Assignment or your employment. If you fail to do so within three (3) days of such request, Aegis LLC is hereby authorized to appoint someone in your place and on your behalf to sign any document and do any things necessary to effect such resignation or transfer of authority. You hereby appoint Aegis LLC as your attorney-in-fact to implement the foregoing sentence.

12.4 Termination of Extension Agreement. Upon termination of your Extension Agreement, all terms, conditions and benefits provided by this Extension Agreement shall likewise terminate except to the extent this Extension Agreement specifically provides to the contrary.

12.4 Out Processing. On termination of this Extension Agreement, whether by resignation, dismissal or expiration, you must engage in a formal out-processing procedure ensuring the return of all badges, passes, equipment and material. Only when a) all badges, equipment, documentation or any other materials, that are in your possession or control in connection with your employment, have been returned and accounted for, and b) confirmation that you have returned to your designated home of record/point of origin has been received, will any outstanding payments be considered due and be processed and paid. Aegis LLC reserves the right of offset and to deduct from any final payment due the replacement cost of any equipment, materials or documents damaged or missing as a result of your negligence or misuse, reasonable wear and tear excluded.

ARTICLE 13
DISCIPLINE, DISPUTES, AND ARBITRATION OF CLAIMS

13.1 Disciplinary Procedure. During the Extension Agreement you are subject to discipline as described in the Aegis LLC Personnel Policies Manual, which is augmented by Standard Operating Procedures. The disciplinary procedure is subject to the provisions of this Extension Agreement.

13.2 Dispute Resolution. In the event of a dispute arising out of or relating to this Extension Agreement or any aspect of Employee's employment or termination thereof ("Dispute"), Employee and Employer must attempt to resolve it initially by at least four (4) hours of discussions between the parties or mediation in Washington, D.C. or the Company headquarters' geographic location. The Employer, at its option, may choose to have mediation conducted by a bona fide mediation provider. If the Employer so elects, the Employer will pay the costs and fees thereof. If mediation is unsuccessful, and the Employer or Employee brings an action in court concerning a Dispute, the following process applies: (i) neither the Employee nor the Employer shall request a jury trial in such action, (ii) the Dispute must be brought on an individual basis and may not be brought on a class or collective action or consolidated with other disputes, unless both parties consent, and (iii) the defendant may, at its option exercise within sixty (60) days of service of the complaint in such action, require all or part of the Dispute to be arbitrated.

- (a) Any arbitration conducted in accordance with Section 13.2(a) (ii) above shall be conducted by a single arbitrator at a location in Washington, D.C. or elsewhere within fifteen (15) miles of the Employer's headquarters and administered by the American Arbitration Association, JAMS Inc., or other bona fide provider of arbitration services in accordance with their respective employment arbitration rules. Any such arbitration will be arbitrated on an individual basis. No Dispute between Employee and the Employer may be consolidated or joined in arbitration with a dispute between any other employee and the Employer, nor may Employee seek to bring his/her dispute on behalf of other employees as a class or collective action. Unless they so provide, the applicable arbitration rules will be modified such that the arbitrator will treat as confidential, during the preceding and in the decision, evidence and other information presented. The option to arbitrate any dispute is governed by the Federal Arbitration Act, and fully enforceable; provided that the parties shall not be required to arbitrate any claim for which arbitration is prohibited by law. The arbitrator's decision will be final, binding, and enforceable. In the event of Employee's actual or threatened breach of one or more terms set forth in Attachment B to this Extension Agreement, the Employer may suffer immediate and irreparable harm, the amount of which may be difficult or impossible to estimate or determine. Therefore, notwithstanding Sections 13.2(a) and (b) above, the Employer may immediately seek injunctive relief, and will be entitled to an injunction without the posting of a bond, restraining Employee from such breach, and an award of damages and its attorney's fees and costs incurred if it is successful in obtaining injunctive or other relief.

13.3 Jurisdiction and Venue. Any action filed pursuant to Section 13.2(a) or seeking enforcement of an arbitrator's decision hereunder shall be filed in the U.S. District Court for the

Eastern District of Virginia or the Circuit Court of Fairfax County, Virginia and the Employee and the Employer expressly consent to submit to the exercise of personal jurisdiction by such courts and waive any objections to venue in such courts. Notwithstanding the foregoing, any action filed by the Employer pursuant to Section 13.2(c) may be commenced in any court with jurisdiction over the Employee and, if the Employee does not have substantial assets in the United States, the Employer may take legal action against the Employee in the courts of any other country in which the Employee does have such assets. Employee agrees that service of process sufficient for personal jurisdiction in any action or proceeding involving Employee may be made by registered or certified mail, return receipt requested, to the address indicated in the Extension Agreement.

ARTICLE 14 **CHANGES**

Aegis LLC may make changes to the work to be performed, Position, Assignment, compensation, term or terms of the Extension Agreement consistent with its needs and the needs of its Client in its sole discretion, and shall notify the Employee of such changes in writing. Aegis LLC shall specify any changes hereto. All changes will be acknowledged by the Employee in writing and be deemed accepted if not acknowledged by the Employee within 7 days of being notified. Failure to accept a change may result in the termination of the Extension Agreement. If Aegis LLC makes material changes, as determined by Aegis LLC in its discretion, to the terms accepted hereunder and the Employee fails to timely accept such terms and is terminated, Aegis LLC will pay for the Employee's transportation from Host Country to his/her home of record/point of origin.

ARTICLE 15 **MISCELLANEOUS PROVISIONS**

15.1 Amendments and Modifications. This Extension Agreement may be revised according to any general changes that Employer may make, at its sole discretion, with respect to its benefits, programs, policies, procedures, and practices relating to employment and international assignments. Employee will be subject to any revisions hereto.

15.2 Severability. If any term, clause, or provision contained in this Extension Agreement is declared or held invalid by any court or arbitrator of competent jurisdiction, the rest of this Extension Agreement shall remain valid. Where the basis of the invalidity is the over breadth of a term, clause, or provision, such court or arbitrator shall have the authority to reform and circumscribe the offending language in a manner that gives maximum effect to the reasonable expectations of the parties.

15.3 Governing Law and Interpretation. This Extension Agreement shall be interpreted under the law and laws of the Commonwealth of Virginia, without regard to principles of conflict of laws. In the Extension Agreement, reference to the masculine shall include the feminine, and reference to the singular shall include the plural, as the context.

15.4 Employee and Employee's Successors and Assigns. This Extension Agreement shall be binding upon and inure to the benefit of you, your heirs, executors, administrators, legal representatives, successors, and assigns, and Aegis LLC, and its successors and assigns to which Aegis LLC may freely assign this Extension Agreement; provided, however, that Employee may not assign or transfer any rights or obligations hereunder without the prior written consent of Aegis LLC.

15.5 Notices. Any notice to the Employee may be served by sending it by first class or certified mail, or bona fide courier service (Fed Ex, DHL, UPS, etc.) to the Employee's last known address or such other address (or facsimile number or email address) as the Employee may notify in writing to Aegis LLC, or by delivery by hand to the Employee or by email with a receipt acknowledgement.

Any notice to be given to Aegis LLC may be served by leaving it at, or sending it by first class or certified mail to, Aegis Defense Services LLC, 1760 Old Meadow Road, McLean, VA 22102 United States of America or to such other address (or facsimile number) as Aegis LLC may notify in writing to the Employee or by email to AegisLLC_notices@aegisworld.us with a receipt acknowledgement

Notice served by mail shall be deemed to have been served on the date (excluding Sundays and federal holidays) 3-days following the date of posting, unless overnight delivery has been used; a recorded delivery receipt from the U.S. Post Office will be proof of service.

Notice served by facsimile shall be deemed to have been served on the date indicated on the facsimile transmission confirmation report.

Notice served by hand or bona fide delivery service shall be deemed to have been served at the time of delivery, as indicated by affidavit or bona fide receipt.

Notice served by email shall be deemed to have been delivered when a read receipt or acknowledgment email has been received whichever is sooner.

15.6 No Waiver. No delay by Aegis LLC in enforcing its rights will prejudice or restrict its rights and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

15.7 Complete Agreement. This Extension Agreement, which includes Attachments A, B, C, and D, and the Aegis LLC documents referenced herein comprise the entire understanding and agreement between you and Employer. This Extension Agreement supersedes any prior oral or written Agreements, statements, representations, understandings or promises about your Extension Agreement, or between you and Aegis LLC or the Aegis Group. To be effective, any changes to the terms of this Agreement must be in writing and signed by Employer's signatories to this Extension Agreement and Employee, except as provided in Section 15.1. Unless stated otherwise, words and expressions used in this Extension Agreement shall have the same meaning as those in the Attachments hereto.

15.8 Headings and Counterparts. The headings used in this Extension Agreement are intended solely for convenience and are of no legal effect. The Extension Agreement may be signed in counterparts.

15.9 Non-Disclosure. The contents of this Extension Agreement including Attachments A, C and D, but excluding Attachment B, are Aegis LLC Confidential and Proprietary Information and are not to be shared or discussed at any time with any third party or employee of Aegis LLC other than your immediate superior or Aegis LLC Human Resources Department. Violation of this provision may result in termination of employment. An unclassified copy of this Extension Agreement may be reviewed at the Aegis LLC work place by your spouse, significant other, attorney, or other valid designated representative with your consent and if the reviewer agrees to be bound by a non-disclosure Agreement, and to comply with Aegis LLC procedures for handling project-sensitive materials.

ARTICLE 16

VOLUNTARY ASSUMPTION OF RISK AND WAIVER

You acknowledge and affirm that you accept this Extension Agreement and are undertaking this Assignment (including the pre-deployment training required) voluntarily and without coercion or duress. You fully understand that your safety may be jeopardized as a result of the international and stabilization-related nature of the Assignment hereunder, and because of your affiliation with an international organization and DoS. You understand the risks inherent in the Assignment, whether due to international or domestic terrorism, civil or military conflict, or other causes. You acknowledge that Aegis LLC has advised you fully of the risks and made no representations to the contrary. You acknowledge and affirm that Aegis LLC has not made any guarantees, assurances, promises or representations regarding your safety or the absence of risk of harm from the Assignment. You understand and agree that you, on behalf of yourself, your assignees, heirs, and legal representatives, release and hold harmless Aegis LLC and Aegis Group, all of its and their respective directors, officers, representatives, agents, and contractors from liability for any bodily, physical, mental, or emotional injury, illness, impairment, disability, or death caused to you as a result of the Assignment, to include the prerequisite training, provided that the foregoing does not preclude claims for compensation or benefits under any employee benefit plans, policies, or programs applicable to you (including, without limitation, disability, and medical plans, policies, and programs), or under any applicable employment laws. By signing this Extension Agreement, you certify that you have undertaken, willingly and without coercion, to perform the duties required by the Assignment, notwithstanding that your presence in the environment may subject you to injury or death. You also understand you may be obliged to remain and perform such efforts in the event of the commencement of hostilities. The Assignment may require you to perform work in a hostile environment, during crisis situations, including: the existence of a state of war or a state of emergency, whether declared or undeclared by the Host Country, the U.S. Government and/or coalition forces; the commencement of hostilities, internal strife, rioting, civil disturbance, or activities of any type that would endanger the welfare and security of persons residing in the Host Country, U.S. and allied forces and civilians. You understand that you may work at a site that may be without a doctor and/or may be several days from medical facilities, and where environmental conditions can be severe. In agreeing to this Assignment, you agree that you have disclosed to Aegis LLC prior to acceptance

of this Extension Agreement any medical condition that requires continuing care by a physician or that might prevent you from performing or continuing to perform your duties in an isolated and/or stressful environment. You understand that such conditions are not necessarily disqualifying for this Assignment, but that they must be disclosed so that they can be considered. This assumption of risk and waiver is intended to be broad, and shall apply to all such claims and causes of action, including but not limited to those arising from the threat, or actual incurrence of mental, emotional or physical injury or death, and damage to any or all personal property in your custody or control while en-route to and from, and while present at your assigned post. For purposes hereof, your "assigned post" includes the primary location of your work Assignment and any housing, as well as the areas and locations to which you travel en route, or after having arrived at the primary location of your work Assignment, any secondary location to which you may be required to deploy during the Assignment. This Article includes all activities associated with your employment, including training and deployment. This assumption of risk and waiver shall be binding on your heirs, executors, administrators, successors and assigns. By signing this Extension Agreement and Attachments A, B, C and D hereto you acknowledge that you have read them in their entirety, and understand and agree to their contents.

Greyce Powell
Acting Director of HR
Aegis LLC

[Signature]
Signature

gr Matt Twigg
Vice President and LPMO
Aegis LLC

[Signature]
Signature

14 JUN 2013
Date

SO AGREED:

Name (Print)

Signature

Date

Employee Email

ATTACHMENT A

COMPLIANCE WITH U.S. AND HOST COUNTRY LAWS, USE OF FORCE, FITNESS
FOR DUTY, AND HAZARDS

The undersigned Employee, _____, understands and agrees to comply with the following U.S. and Host Country Laws in connection with and in consideration of the Employee's International Employment Extension Agreement ("Extension Agreement") with Aegis Defense Services LLC ("Aegis LLC" or the "Employer") in support of the U.S. Department of State ("DoS") Worldwide Protective Services ("WPS Contract):

1. **Compliance with SOPs.** I must comply with all orders and standard operating procedures ("SOPs") issued by or on behalf of the Department of State Regional Security Officer (DoS RSO) and Aegis LLC in relation to the Agreement. I acknowledge that the circumstances in Afghanistan require the equivalent of military discipline and that failure to comply may put my own, the Client's, or other employees' safety at risk. I understand that my Agreement is liable to be terminated without notice or consultation if my superiors consider that I represent a risk to my own or others' safety. I will also respect all local customs and conform to a high standard of moral and ethical conduct.
2. **Disclosure of Conflicts of Interest.** I shall immediately disclose to Aegis LLC any actual or potential conflicts of interest that arise in relation to the provision of my duties under the Agreement.
3. **Ethics and Business Conduct.** I have read and understand, and will comply at all times with the Aegis LLC Statement of Ethics and Code of Business Conduct. During the Agreement, I will not directly or indirectly seek to benefit financially or otherwise from my work with Aegis LLC, other than from receipt of stated compensation.
4. **Laws Regarding Military Operations, Human Trafficking and Local Nationals.** I will comply with all existing and future U.S. and Afghan applicable laws, regulations, orders, directives, rules and instructions, including but not limited to those of the Afghan Government and the CoM DoS and the DoS relating to non-interference in military operations, force protection and safety, security, human trafficking, health and safety and relations and/or interaction with local nationals. Further, and without limitation of any other terms regarding civil/criminal liability, I understand that non-compliance with any of the terms of the Agreement regarding arming and/or any other applicable law (including Afghan law) may result in my being subject to criminal and/or civil liability in the United States or Afghanistan. Under certain circumstances, I may be subject to the Uniform Code of Military Justice during my international assignment in Afghanistan. To this end, if I receive what I reasonably believe to be a lawful order from a military officer during my Assignment under

the Agreement, I understand that Aegis LLC recommends that I follow the order. I acknowledge that I am to immediately report the fact of the order, the nature of the order, and the manner of compliance, to my immediate superior and/or the Program Manager.

- Attachment A, Compliance with U.S. Host Country Laws, Use of Force, Fitness for Duty, and Hazards
(v.2.0 - 13 June 2013)

Initials: _____

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9. **Weapons Training.** I understand that I am obliged to remain in compliance with the on-going WPS weapons training and qualification requirements program and that any failure to meet all training requirements may result in the termination of the Agreement.
10. **Military Extra-Territorial Jurisdiction.** I acknowledge that under the Military Extra-Territorial Jurisdiction Act ("MEJA") (18 U.S.C. §§3261-3267), persons employed by or accompanying U.S. Armed Forces outside the U.S. are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the U.S. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. In the Afghan theater, MEJA may be used to prosecute individuals who are employed by or accompany the U.S. Armed Forces, with the exception of persons ordinarily residing in Afghanistan or Afghan Nationals. This law authorizes relevant U.S. law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements, and specifies procedures for the removal of accused individuals to the U.S. It also authorizes pre-trial detention and the appointment of counsel for accused individuals.
11. **Reporting Illegal/Unethical Behavior.** If I observe or become aware of potentially illegal or unethical behavior, I will report such concerns immediately to my Aegis LLC superior or the Project Manager (PM) (OCONUS). If for any reason I feel it is inappropriate to report to such persons, then I shall report the matter a) to the Aegis LLC WPS Local Program Manager (CONUS), b) on the Aegis LLC Ethics Hotline at (001)866-593-0770 or aegisworld.ethicspoint.com or c) to Aegis LLC at compliance@aegisworld.us.
12. **Random Checks.** I recognize that Aegis LLC is subject to random checks to ensure that all personnel adhere to the law on human trafficking, humane living conditions and withholding of passports. I will be advised on the law pertaining to human trafficking and inhumane living conditions on arrival in theater, and will report immediately to my superior or the Project Manager (PM) (OCONUS) if I become aware of any personnel violating these laws.
13. **Application of Afghan Law.** Notwithstanding the application of U.S. laws as described herein, while operating under the Agreement in Afghanistan my conduct is also subject to the application of the laws of the Government of the Islamic Republic of Afghanistan.
14. **War Crimes.** I acknowledge that pursuant to the War Crimes Act, 18 U.S.C. 2441, U.S. federal criminal jurisdiction extends to conduct that is determined to constitute a war crime when committed outside the U.S. by a civilian national of the U.S.
15. **ITAR Compliance.** As an employee on an international assignment, I am subject to the International Traffic in Arms Regulations ("ITAR") issued by the Office of Defense Trade
- Attachment A, Compliance with U.S. Host Country Laws, Use of Force, Fitness for Duty, and Hazards
(v.2.0 - 13 June 2013)

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Controls ("ODTC") of the DoS. Under the ITAR, defense services and defense articles, including technical data related to defense articles, generally cannot be furnished or disclosed to foreign persons without a proper license from the DoS Office of Defense Trade Controls ("ODTC"). "Foreign persons" include individuals who are not lawful permanent residents of the U.S., corporations and entities not incorporated or organized to do business in the U.S., international organizations, and foreign governments and agencies. I must ensure that any ITAR-covered activities in which I engage are within the permissible scope of a valid DoS Directorate of Defense Trade Controls ("DDTC") license. I must report any violations of the ITAR to Aegis LLC at compliance@egisworld.us so that Aegis LLC can take the appropriate corrective actions, including without limitation, voluntary disclosure to the DoS. My failure to report any such violations of which I have, or reasonably should have had, knowledge may lead to termination of my Agreement. I agree to assist and cooperate fully with Aegis LLC and/or its Client(s) in connection with any claims or investigations regarding compliance with the ITAR or analogous obligations imposed under the law of the Assignment location.

16. **Foreign Corrupt Practices Act.** I will comply with Aegis LLC's Foreign Corrupt Practices Act ("FCPA") Policy, contained in the Aegis LLC Code of Business Conduct. The Aegis LLC FCPA Policy prohibits its employees (either directly or through someone else) from giving or offering money or anything of value to officials, agencies, or instrumentalities of foreign governments (including foreign militaries), foreign politicians, foreign political parties, foreign state-owned enterprises, or public international organizations, where such gift or offer is intended to wrongfully influence the recipient. Individuals who violate the FCPA are subject to termination and to substantial fines and imprisonment. I will immediately notify Aegis LLC at compliance@egisworld.us of any actual or potential violations of the FCPA of which I become aware. I further agree to assist and cooperate fully with Aegis LLC and its Client(s) in connection with any claims or investigations regarding compliance with the FCPA or analogous obligations imposed under the law of the Assignment location.
17. **Foreign Laws and Customs.** It is critical to Aegis LLC that its employees working in foreign countries, and with foreign governments and international organizations, do not jeopardize the reputations of Aegis LLC or these entities by violating local laws or customs. I will avoid such violations and any other activities that reasonably might be expected to affect negatively the reputation, standing, or interests of Aegis LLC and/or its Client(s).
18. **Consequences of Willful Breach.** If I am deemed to have acted willfully in breach of any applicable laws or regulations, to include, but not limited to, local, U.S., DoS, ISAF or USFOR-A regulations or International law; or to have used excessive force or acted outside of the applicable RUF, I will not be supported by Aegis LLC in any subsequent legal action

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and I may, depending on the circumstances, be prosecuted by the US military/justice system or under the law of Afghanistan.

19. **High-risk Environment.** Although I understand that Aegis LLC will take reasonable steps to maintain my safety, I acknowledge and accept the inherent risks of my employment and position under the Agreement. I understand and acknowledge that performing the services will expose me to the unusual hazards and risks of a high-threat environment, including, but not limited to the extreme and unpredictable threats and hazards of international conflict, war and/or other common and uncommon threats and hazards. I also acknowledge that given the current political climate in the Assignment location, performing the services is inherently dangerous and may result in death or personal injury to myself or other, or damage to personal property. I voluntarily, willingly, and knowingly assume any and all risks, known and unknown, in any way associated with performing the services under this Agreement and in traveling to and from and being in Assignment location. I understand that should I have concerns about the steps being taken to maintain my safety, I should raise these immediately with my Aegis LLC superior or the Project Manager (PM) (OCONUS).
20. **Aegis LLC's Right to Amend.** Aegis LLC reserves the right to amend the provisions herein at any time by giving me notice thereof.

SO AGREED:

Employee

[Print name]

[Signature and date]

Initials: _____

ATTACHMENT B

RESTRICTIVE COVENANTS

The undersigned Employee, _____, understands and agrees to comply with the following restrictive covenants and terms in connection with and in consideration of the Employee's International Employment Extension Agreement ("Extension Agreement") with Aegis Defense Services LLC ("Aegis LLC" or the "Employer") in support of the U.S. Department of State ("DoS") Worldwide Protective Services ("WPS Contract") Contract:

1. **No Prior Restriction.** I warrant and represent that I am not restricted by contract, agreement, or otherwise from fully performing my duties for Aegis LLC. In performing such duties, I agree not to use or disclose any confidential or proprietary information of former employers or third parties without written authorization by said entities.
2. **Access to Confidential Information.** In the performance of my duties with Aegis LLC, I will have access to and be entrusted with company confidential information and proprietary information, and intellectual property, as defined herein.
3. **Interest in Protecting Confidential Information.** Aegis LLC has a legitimate interest in protecting its company confidential and proprietary information and intellectual property, as defined herein, whether given to me or obtained by me in confidence during the course of my employment with Aegis LLC.
4. **Confidential Information Defined.** As used herein, company confidential and proprietary information ("Confidential Information") means all information disclosed (whether oral, visual, electronic recorded in writing, in any other medium, or by any other method) to or obtained by Employee, or known by Employee through employment with the Employer, where such information is not generally known in the Employer's trade, business, or industry, would be of value to a competitor, and refers or relates to the business and prospective activities, know-how, processes, services, or products of the Employer, its clients of prospective clients, or that of the Aegis Group (being a subsidiary, affiliate, or parent of Aegis LLC). Such information includes, but is not limited to this Agreement and its terms, standard operating procedures and personnel policies, business development and capture plans, business methods, intelligence reports, management systems, costing and pricing for bids, proposals and contracts, methods of operation, personnel lists and data, market share and analysis, business forecasts, financial data, costs and revenues, internal business policies, the names, addresses, telephone numbers, contact names and identities of clients and prospective clients, suppliers and potential suppliers, business operations, requirements for any product sold to or purchased by the Employer or the Aegis Group, and all confidential aspects of the business relationship between the Employer and its clients and the Aegis Group, whether or not such information is recorded in documentary form or on any electronic media device.
5. **Documents Defined.** As used herein, "Documents" means documents, disks, programs, computer memory or memory sticks, notebooks, lists including computer lists, diaries, records including client records, e-mails, manuals, photographs, tapes or any other medium, whether or not eye-readable, on which information (whether confidential or otherwise) may from time to time be referred to, written or recorded, and all copies thereof.

6. **Intellectual Property Defined.** As used herein, "Intellectual Property" means any current and future intellectual property rights (whether registered or not) belonging to Aegis LLC, any client or prospective client thereof, or of the Aegis Group, including any copyrights, trademarks, trade names, domain names, rights in logos, and inventions (including without limitation any improvement or addition to any invention), trade secrets and know-how, registered and unregistered design rights, patents, utility models, all rights of any nature in computer software and data and rights in databases and all applications for registration, renewals and/or extensions in relation to any of the above and all intangible rights and privileges of a nature similar, analogous or allied to any of the above in any part of the world.
7. **Confidentiality of the Agreement and the Assignment.** The Extension Agreement (except for this Attachment B), the terms thereof (including without limitation compensation and benefits), all standard operating procedures, personnel policies and procedures, and operational information concerning my Assignment under the Extension Agreement are Confidential Information.
8. **No Use or Disclosure.** During and after my employment with Aegis LLC, I shall keep confidential and not at any time disclose to any person or make use (commercial or otherwise) of any such Confidential Information or Intellectual Property except with the express written permission of Aegis LLC as a necessary part of the performance of my duties. I will not discuss the contractual and financial arrangements entered into between Aegis LLC and myself (including, but not limited to, the extent and nature of compensation and benefits) with any third party. I shall not send, download, or otherwise copy Confidential Information to a non-Employer email account, computer, PDA, or any other device for use outside the Employer's premises without written authorization of a Director of Aegis LLC. I shall immediately notify Aegis LLC of any actual or intended unauthorized disclosure or use of any Confidential Information at any time and I shall use my best endeavors to prevent or restrain such disclosure or use.
9. **No Limitation on Public Information.** The restrictions on the use or disclosure of Confidential Information as set forth in this Restrictive Covenant Agreement shall not apply to any information that I can establish by written documentation, (i) was publicly known and made generally available in the public domain prior to the time of its disclosure to me by Aegis LLC; (ii) becomes publicly known and made generally available after disclosure to me by Aegis LLC through no action or inaction by me; (iii) is in my possession without confidentiality restrictions, at the time of disclosure by Aegis LLC as shown by my files and records prior to the time of disclosure; or (iv) is disclosed pursuant to the requirement of a United States federal or state government agency or judicial body; provided that I shall give reasonable advance notice thereof to enable Aegis LLC to seek a protective order to prevent or limit such disclosure.
10. **Limited Access to Computer System.** I understand that my authority to access and use Aegis LLC's computer system, including without limitation Aegis LLC provided or owned computers, internet access, and email services, and the data of Aegis LLC or the Aegis Group contained thereon, is limited to purposes furthering their business; provided that I may use Aegis LLC's internet access for occasional personal use in accordance with the policies in the its Personnel Policies Manual. Under no circumstances may I access or use Aegis LLC's computer system or data for a purpose that is competitive with Aegis LLC or the Aegis Group or to use or disclose Confidential Information or Intellectual Property.

11. **Electronic Communications and Anti-Discrimination and Harassment Policies.** I will comply with Aegis LLC's Electronic Communications Policy and Prohibition against Sexual and Other Harassment, and Discrimination, as set forth in its Personnel Policies Manual, which among other things, prohibits the use of Aegis LLC's computer system to transmit discriminatory, sexually harassing or pornographic materials or content.
12. **Return of Information and Property.** I shall not remove, conceal or destroy, but shall deliver to Aegis LLC in a serviceable state of order before the end of my employment or, if that employment ends without notice, upon or immediately after termination, or at any other time upon the written request of Aegis LLC, all Documents, Confidential Information, Intellectual Property, and any other items or materials belonging to Aegis LLC or the Aegis Group that are in my possession or under my power and control (whether or not created by me). Should I fail to do so, Aegis LLC may reduce or withhold any final payment to me and otherwise proceed against me to obtain these materials as provided for herein.
13. **No Publication.** I shall not at any time during or after my employment make any copy, abstract, or summary of the whole or any part of any document, record or other items belonging to Aegis LLC, its clients or prospective clients, the Aegis Group, or partner organizations, except as a necessary part of the performance of my duties. Any such copy, abstract, or summary shall belong to Aegis LLC and shall likewise be delivered by me to Aegis LLC upon or immediately after termination. I shall not during or after my employment communicate with any member of the press or other media organization (including but not limited to any representatives of television, satellite, cable, radio, internet, newspapers and other journalistic publications), participate in the making of any film, radio broadcast, television, or internet transmission, or deliver any lecture or address in relation to the business affairs of Aegis LLC, the Aegis Group or their work, including that related to their officers, employees, customers, clients and prospective clients, suppliers, distributors, agents, or shareholders, (including without limitation, any Confidential Information and Intellectual Property thereof) ("Aegis LLC Business Affairs"), without the express written permission of Aegis LLC. In addition, I shall not at any time (whether directly or indirectly and whether during or following my employment by Aegis LLC) publish, or seek to publish, or assist or contribute to the publication of, details including facts, opinions or materials in relation to Aegis LLC Business Affairs in any manner, including but not limited to books, newspaper articles and other journalistic publications, websites, blog sites and email diaries, except with the express written permission of Aegis LLC. I shall immediately notify Aegis LLC of any actual or intended publication in any manner whatsoever of any such information and I agree to use my best endeavors to prevent or restrain such publication.
14. **Ownership of Intellectual Property.** All Intellectual Property, including copyright in Documents and other matter in which copyright exists, of which I will be author or joint author and which is made in the course of my duties under the Extension Agreement or otherwise relates to Aegis LLC's business and affairs, shall be the property of Aegis LLC. I hereby as beneficial owner and by way of present assignment of future Intellectual Property, assign all such Intellectual Property to Aegis LLC. I shall at any time at the request and expense of Aegis LLC do and execute all such acts as Aegis LLC may require in order to perfect any assignment or to secure Aegis LLC's title to such Intellectual Property. In addition, I agree to sign away all my moral rights created in relation to all such Intellectual Property.

15. **AEGIS Trademark.** The Aegis Group is the owner of the trademark "AEGIS." Nothing in the Extension Agreement shall constitute a grant of any license to me to use this mark, except insofar as may be necessary in the carrying out of duties under the Extension Agreement.
16. **Continuing Restrictions.** I agree that these restrictions will continue to apply after the termination of my employment and the Extension Agreement without limitation in time, but will cease to apply to information that may come into the public domain otherwise than through unauthorized disclosure by the party receiving the information. In addition, these restrictions shall not apply to any disclosure or use authorized by Aegis LLC in writing or by law or otherwise to comply with any binding order of a court or a regulatory or other authority.
17. **No Raiding of Employees.** I agree that I will not, directly or indirectly, on my own behalf or on behalf of another, solicit, entice away or employ or otherwise contract with a current employee or current subcontractor of Aegis LLC or the Aegis Group either during the Extension Agreement or within one (1) year after my separation from employment with Aegis LLC, regardless of the reason. In the event of any violation of this provision, I acknowledge and agree that the restriction period contained herein shall be extended by a period of time equal to the period of such violation, it being the intention that the running of the restriction period shall be tolled during any such violation.
18. **Reasonable Restrictions.** I accept that these restrictions shall not prevent me from using any general knowledge, experience or skill that was in my possession prior to my employment with Aegis LLC or which was independently developed or acquired otherwise than in the performance of my duties under the Agreement. I acknowledge that these restrictions are based on valuable consideration and are reasonable as regards duration, scope, and application for the protection of the legitimate business interests of Aegis LLC.
19. **Notice Regarding New Employment.** For one (1) year after my separation from employment for any reason, upon accepting new employment or a consultancy position, I will provide written notice to Aegis LLC of the name and address of my new employer, a description of my duties, and a management contact. I authorize Aegis to provide my new employer with a copy of this Restrictive Covenant Agreement.
20. **Severability and Savings Clause.** If any term or provision of this Attachment B is found to be void or unenforceable, but would be valid or enforceable if some part or parts thereof were deleted or the period or areas of application reduced, the parties agree that such restriction will apply with such modification(s) as may be necessary to make it valid and effective. In the event that any phrase, clause, or section of this Agreement is judged to be illegal, void or unenforceable, such judgment shall affect such phrase, clause or section which shall be modified only to the extent of such illegality, voidness or unenforceability, and shall not affect any other phrase, clause or section of this Attachment B, all of which shall remain in full force and effect.
21. **Injunctive Relief.** In the event of my actual or threatened breach of this Attachment B, Aegis LLC may suffer immediate and irreparable harm, the amount of which may be difficult or impossible to estimate or determine. Therefore, Aegis LLC will be entitled to an injunction without the posting of a bond, restraining Employee from such breach, and an award of damages, and its attorney's fees and costs incurred if it is successful in obtaining injunctive or other relief. Aegis LLC may also pursue all other remedies available for such breach or threatened breach by Employee.

22. **Headings.** The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.
23. **Successors and Assigns.** The rights and obligations of Aegis LLC and the Employee under this Agreement shall also be for the benefit of and shall be binding upon their respective successors, assigns, and heirs. This Agreement may be assigned by Aegis LLC to a successor entity in the event of a merger or consolidation of Aegis LLC or in connection with the sale of all, or substantially all of Aegis LLC's business.
24. **Law and Jurisdiction.** This Agreement shall be governed by and construed under the law and laws of the Commonwealth of Virginia, without regard to principles of conflict of laws. The Employee and the Employer expressly consent to submit to the exercise of personal jurisdiction by such courts and waive any objections to venue in such courts. Notwithstanding the foregoing, any action filed by the Employer for injunctive relief to enforce this Agreement may be pursued in any court with jurisdiction over the Employee and, if the Employee does not have substantial assets in the United States, the Employer may take legal action against the Employee in the courts of any other country in which the Employee does have such assets. Employee agrees that service of process sufficient for personal jurisdiction in any action or proceeding involving Employee may be made by registered or certified mail, return receipt requested, to the address last permanent address provided by the Employee in writing to the Employer's Human Resources Department.
25. **Waiver.** The waiver by either party of any right under the Agreement, in which this Attachment B is incorporated, shall not thereby affect any other right held under this Restrictive Covenant Agreement. The real or perceived existence of any claim by Employee against Aegis LLC will not relieve Employee of obligations under this Attachment B and will not constitute a defense to the enforcement by Aegis LLC of the restrictions and covenants herein.
26. **Entire Agreement.** This Attachment B is part of, and incorporated into the Agreement between the Employee and Aegis LLC. This Attachment B contains the entire agreement between the parties concerning the subject matter herein, supersedes all prior agreements, arrangements, and understandings between the parties said subject matter, and may be altered only in writing signed by both parties.

SO AGREED:

Employee:

..... (Employee's signature)

..... (Employee's name)

..... (Date)

Attachment C
Aegis Defense Services, LLC ("Aegis") Media Relations Policy

The undersigned Employee, _____, understands and agrees to comply with the following Media Policies and Guidelines in connection with and in consideration of the Employee's International Employment Extension Agreement ("Extension Agreement") with Aegis Defense Services LLC ("Aegis LLC" or the "Employer") in support of the U.S. Department of State ("DoS") Worldwide Protective Services ("WPS Contract") Contract:

The undersigned Employee, _____, understands and agrees to comply with the following in connection with and in consideration of the Employee's International Assignment Employment Agreement ("Agreement") in support of the U.S. Department of State (DoS) Worldwide Protective Services (WPS Contract) with Aegis Defense Services LLC ("Aegis LLC" or the "Employer"):

1. General Statement:

- a. Aegis employees recognize that their appearance, behavior, and conduct reflect not only on the Employer, but also on Aegis' clients. Interactions with the media can, and do, have a direct effect on the Employer, its reputation, its clients, and the ability of the Employer to successfully perform its mission.
- b. *As such, employees are expressly prohibited, at all times, whether CONUS or OCONUS, from speaking with any member of the press or other media organization in respect of any matter relating to the Employer, its operations, or contracts including, but not limited to, the Worldwide Protective Services (WPS) program.*

2. Media Interaction:

- a. All media inquiries should be directed to the Aegis Media Liaison (AML):

Name: Michael L. Gulino
E-mail: mgulino@aegisworld.us
Mobile Phone: 770-833-0066
Direct Line: 571-482-1260

- b. **Any media inquiry (however trivial) must be immediately directed to the AML.** It is important to note that responses to media inquiries are often time sensitive and must not be left undelivered. For this reason, please ensure that the AML is advised of a media inquiry immediately after receipt.
- c. Contacted employees must call the AML as soon as possible and follow up, in writing via e-mail, after contacting the AML identifying the individual making the media request, the content, the deadline, all contact information, and any supporting information.

- d. Any request for facts, comment, tour, or general information from the media or any other unidentified third party must be immediately and politely referred to AML before any action or commitment is provided.
- e. The AML will review the request and determine the appropriate course of action. Only the AML, in consultation with Executive leadership, is permitted to co-ordinate a response to the media.
- f. Aegis employees are advised to assume that they are **always on the record** when dealing with any representatives of the press or media. Any comments, opinions, or thoughts (personal or otherwise) should not be expressed to any representative of the press or media. Employees should take great care to be cognizant of whom they are interacting – careless comments in the company of unidentified reporters have led to dismissals and terminations.

3. Social Media:

- a. Aegis understands and appreciates the support that online social networking provides to the Private Security Contractor (PSC) community, especially for those based in remote locations, as a means of staying in touch with friends and family as well as those in the industry. The Employer must, however, balance these needs with our staff's personal security, the security of our clients and our corporate reputation.
- b. Accordingly, Aegis employees are prohibited from contributing to blogs, wikis, tweets, social networks, virtual worlds, or any other kind of social media under the Aegis logo or as Aegis employees unless otherwise coordinated through the AML. Employees are not authorized to discuss the Department of State, WPS contract, or any operational details in any social media while on or off duty, on or off contract.
- c. Aegis employees are expressly prohibited from filming activities while on contract – on or off duty – for personal use and from distributing any media via YouTube or other multimedia social network.
- d. Aegis employees, when off duty and participating in any form of social media, have a responsibility to protect the Employer's image. Information, whether Aegis proprietary, confidential or general, if taken out of context could be damaging to both individuals, Aegis as a company, Clients, and the security of our projects.
- e. Content on the web is open to public view, including the media, and this may result in jeopardizing individual's own security and privacy and that of others. Above all else, everyone needs to use good judgment on what material makes its way online. **If an employee would not want to see sensitive or intimate personal or private information or information that could jeopardize security on the front page of the New York Times or Washington Post, etc., do not post it online.**

4. Publications:

- a. Employees shall not at any time (whether directly or indirectly, or during or following employment by the Employer) publish, or seek to publish, or assist or contribute to the publication of, details of the Employer or its work in any manner whatsoever including but not limited to books, newspaper articles, websites, blog sites and email diaries, except with the express written permission of the AML (with the concurrence of the CEO), and shall immediately notify the Employer of any actual or intended publication in any manner whatsoever of any such information. Employees must use their best endeavors to prevent or restrain such publication.
- b. Following contract termination or employee separation, any intended publication, appearance, or interaction with the press or media regarding Aegis' operations, contracts, personnel, activities, or clients must be cleared with the AML in advance of the intended event or publication.

5. Photographs:

- a. Aegis employees are prohibited from being photographed in WPS-issued clothing, equipment, or vehicles, on or off post and on or off duty, without express permission of the AML and only at the request of the Department of State. Employees found to have taken photos with WPS-issued equipment for personal use will be terminated from contract immediately.
- b. Photos intended for personal use may not be taken while on duty, on post, or in any form that may jeopardize operational security, the Employer's image, or reputation, or reflect poorly on the Employer and the client.

6. Repercussions for Policy Violations:

- a. Violation of this policy will subject the employee to discipline up to and including termination.
- b. Aegis also reserves the right to seek legal redress and remedies for breaches of the Media and Public Relations policy.
- c. In accordance with Article 6 ("Dismissal/Termination for Cause") of Aegis' International Assignment Employment Agreement the following is grounds for termination:
 - i. The actions or behavior of the Employee have in any other way endangered the security of the Client, or the staff or property of the Client or Aegis LLC, or may bring Aegis LLC's name into disrepute (including the use of social media, setting up of "blog sites," "email diaries," Facebook comments, Twitter feeds, etc.).

7. Duration of Policy Responsibility

- a. The obligations under this policy do not cease with the termination of either employment with Aegis or the expiration or termination of an individual DOS contract. Employees are obligated to abide by the aforementioned guidelines at all times while on contract.

SO AGREED:

Employee:

..... (Employee's signature)

..... (Employee's name)

..... (Date)